

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PASHA ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

Master File No. 09-CV-118 (VM)(THK)

This Document Relates To: *Prionas Shipping Co. Ltd. v. Standard Chartered International (USA) Ltd., et al.*, No. 11-CV-910; *Leonardos v. Standard Chartered International (USA) Ltd., et al.*, No. 11-CV-911.

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**STIPULATION AND ORDER  
DISMISSING THE OPERATIVE COMPLAINTS FILED AGAINST  
STANDARD CHARTERED INTERNATIONAL (USA) LTD.,  
STANDARD CHARTERED BANK (SWITZERLAND) S.A. AND  
STANDARD CHARTERED PLC IN THE ABOVE-CAPTIONED  
ACTIONS**

WHEREAS, on March 16, 2009 and November 12, 2009, former customers of Standard Chartered Bank initiated in this Court *Bhatia, et al. v. Standard Chartered International (USA) Ltd., et al.*, No. 09-CV-2410 ("*Bhatia*"), and *Tradewaves Ltd., et al. v. Standard Chartered International (USA) Ltd., et al.*, No. 09-CV-09423 ("*Tradewaves*"), respectively, which each asserted claims against defendants Standard Chartered International (USA) Ltd. and Standard Chartered PLC ("Defendants") arising out of plaintiffs' investments in Fairfield Sentry Ltd. through accounts that were maintained at Standard Chartered Bank's Singapore branch; and

**WHEREAS**, on March 11, 2010, Defendants moved to dismiss the *Bhatia* and *Tradewaves* complaints in their entirety; and

**WHEREAS**, on September 14, 2010, the Court granted Defendants' motion and dismissed the *Bhatia* and *Tradewaves* complaints based on binding forum selection clauses contained in plaintiffs' account agreements and the doctrine of *forum non conveniens*; and

**WHEREAS**, the Court held that the plaintiffs in *Bhatia* and *Tradewaves* must bring any claims against Defendants that arise out of the circumstances and general claims asserted in their complaints in Singapore, if anywhere; and

**WHEREAS**, on December 10, 2011, Panagiotis Leonardos initiated in the Southern District of Florida an action styled *Leonardos v. Standard Chartered International (USA) Ltd., et al. ("Leonardos")*, asserting claims against Standard Chartered International (USA) Ltd., Standard Chartered Bank (Switzerland) S.A., Standard Chartered Bank Singapore and Standard Chartered PLC (together, the "*Leonardos* Defendants"), among others, arising out of investments plaintiff allegedly made in Fairfield Sentry Ltd. and Fairfield Sigma Ltd. through accounts that were maintained at Standard Chartered Bank's Singapore branch; and

**WHEREAS**, on December 10, 2011, Prionas Shipping Company Ltd. initiated in the Southern District of Florida an action styled *Prionas Shipping Co. Ltd. v. Standard Chartered International (USA) Ltd., et al. ("Prionas")*, asserting claims against Standard Chartered International (USA) Ltd., Standard Chartered Bank (Switzerland) S.A. and Standard Chartered PLC (together, the "*Prionas* Defendants"), among others,

arising out of investments plaintiff allegedly made in Fairfield Sentry Ltd. through accounts that were maintained at Standard Chartered Bank (Switzerland) S.A.; and

**WHEREAS**, on February 14, 2011, *Leonardos* and *Prionas* were transferred to this Court by order of the Judicial Panel on Multidistrict Litigation; and

**WHEREAS**, on February 14, 2011, this Court consolidated *Leonardos* and *Prionas* with the case styled *Anwar, et al. v. Fairfield Greenwich Group, et al.*, No. 09-CV-118, for pretrial proceedings; and

**WHEREAS**, plaintiff *Leonardos*' account agreements contain the same forum selection clauses that this Court relied on in dismissing *Bhatia* and *Tradewaves* in favor of the courts of Singapore, which clauses require him to bring his claims against the *Leonardos* Defendants in the courts of Singapore; and

**WHEREAS**, plaintiff *Prionas Shipping Company Ltd.*'s account agreements contain a similar forum selection clause requiring it to bring claims against the *Prionas* Defendants in the courts of Geneva, Switzerland.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned counsel for parties in the above-captioned actions that:

1. Plaintiff *Leonardos* agrees to voluntarily dismiss his complaint against the *Leonardos* Defendants in light of the forum selection clauses contained in his account agreements and the Court's prior ruling in *Bhatia* and *Tradewaves*, which establish that he must bring his claims against the *Leonardos* Defendants, if anywhere, in the courts of Singapore, not the United States.

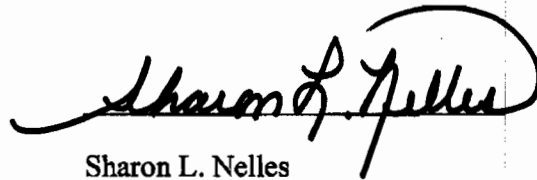
2. As a condition of dismissal, the *Leonardos* Defendants agree that, in the event that plaintiff Leonardos commences litigation in Singapore arising out of the circumstances and general claims asserted in *Leonardos*, the *Leonardos* Defendants will (i) accept service of process and the relevant tribunal's exercise of personal jurisdiction over them; (ii) not assert any defenses based on statutes of limitations that would not be available to the *Leonardos* Defendants were the litigation of the action to proceed in this Court; and (iii) satisfy any final judgment rendered by a Singapore court of competent jurisdiction in connection with such litigation of claims arising out of the events described in the complaint in *Leonardos*.

3. Plaintiff Prionas Shipping Company Ltd. agrees to voluntarily dismiss its complaint against the *Prionas* Defendants in light of the forum selection clause contained in its account agreements and the Court's prior ruling in *Bhatia* and *Tradewaves*, which establish that Prionas Shipping Company Ltd. must bring its claims against the *Prionas* Defendants, if anywhere, in the courts of Geneva, Switzerland, not the United States.

4. As a condition of dismissal, the *Prionas* Defendants agree that, in the event plaintiff Prionas Shipping Company Ltd. commences litigation in Geneva, Switzerland arising out of the circumstances and general claims asserted in *Prionas*, the *Prionas* Defendants will (i) accept service of process and the relevant tribunal's exercise of personal jurisdiction over them; (ii) not assert any defenses based on statutes of limitations that would not be available to the *Prionas* Defendants were the litigation of the action to proceed in this Court; and (iii) satisfy any final judgment rendered by a court of competent jurisdiction in Geneva, Switzerland in connection with such litigation of

claims arising out of the events described in the complaint in *Prionas*.

Dated: July 19, 2011  
New York, New York



Sharon L. Nelles  
Bradley P. Smith  
Patrick B. Berarducci  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588  
nelles@sullcrom.com

Diane L. McGimsey  
(Admitted *Pro Hac Vice*)  
SULLIVAN & CROMWELL LLP  
1888 Century Park East  
Los Angeles, California 90067

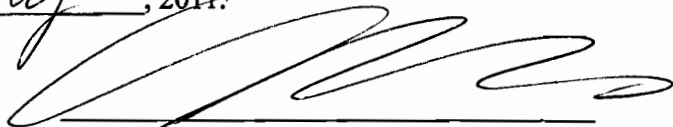
*Attorneys for Defendants Standard  
Chartered International (USA) Ltd.,  
Standard Chartered Bank  
(Switzerland) S.A., Standard  
Chartered Bank Singapore and  
Standard Chartered PLC*

Dated: July 18, 2011  
New York, New York



Laurence Edward Curran, III  
4000 Ponce De Leon Blvd  
Suite 470  
Coral Gables, Florida 33146  
Telephone: (305) 753-3754  
Facsimile: (305) 675-0548  
*Attorney for plaintiffs Prionas  
Shipping Company Ltd. and  
Panagiotis Leonardos*

SO ORDERED this 21<sup>st</sup> day of July, 2011.



HON. VICTOR MARRERO  
UNITED STATES DISTRICT JUDGE